# Exhibit E

November 2022 American Express Account Statement



# Case 23-10412-JNP Doc 44-5 Filed 03/22/23 Entered 03/22/23 10:33:29 Desc Exhibites Playamae 2022 American Express Account Statement Page 2 of 8.1/6 SCHMIDTY KICKS LLC

CR\$11,681,722.81

\$0.00

CHARLES SCHMIDT III Closing Date 11/18/22 No Account Ending 1-31008

Next Closing Date 12/20/22

Customer Care: 1-800-492-8468 TTY: Use Relay 711 Website: americanexpress.com

# Membership Rewards® Points

Available and Pending as of 10/31/22

-17,300,741

For up to date point balance and full program details, visit **membershiprewards.com** 

### **Account Summary**

	CR\$11,682,072.81
	-\$0.00
	+\$0.00
	+\$350.00
=	CR\$11,681,722.81
tion	
	\$0.00
	=

Previous Balance		\$0.00
Payments/Credits		-\$0.00
New Charges		+\$0.00
Fees		+\$0.00
Interest Charged		+\$0.00
New Balance	=	\$0.00
Minimum Due		\$0.00

Account Total	
Previous Balance	CR\$11,682,072.81
Payments/Credits	-\$0.00
New Charges	+\$0.00
Fees	+\$350.00
Interest Charged	+\$0.00
New Balance	CR\$11,681,722.81

Pay Over Time Limit \$30,000.00
Available Pay Over Time Limit \$30,000.00
Days in Billing Period: 29

# Payment Not Required

**New Balance** 

**Amount Due** 

- See page 2 for important information about your account.
- (i) Your credit balance can be applied against future transactions or you may request a refund.
- Please refer to the **IMPORTANT NOTICES** section on page 5.
- Learn how to take advantage of your Pay Over Time feature on page 4
- i Please note, your preset spending limit is \$300,000.00. You have spent -\$11,681,722.81.

Payment Coupon
Do not staple or use paper clips





#### **Account Ending 1-31008**

Enter 15 digit account # on all payments. Make check payable to American Express.

CHARLES SCHMIDT III SCHMIDTY KICKS LLC SCHMIDTY KICKS LLC

Payment Not Required

Amount Due **\$0.00** 

See reverse side for instructions on how to update your address, phone number, or email.

AMERICAN EXPRESS P.O. BOX 1270 NEWARK NJ 07101-1270

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Payments: Your payment must be sent to the payment address shown on your statement and must be received by 5 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5 p.m. will not be credited to your Account until the next day. Payments must also: (1) include the remittance coupon from your statement; (2) be made with a single check drawn on a US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system; and (3) include your Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment method payable in US dollars and clearable through the US banking system. Please do not send post-dated checks as they will be deposited upon receipt. Any restrictive language on a payment we accept will have no effect on us without our express prior written approval. We will re-present to your financial institution any payment that is returned unpaid.

Permission for Electronic Withdrawal: (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your financial account statement. If we cannot collect the funds electronically we may issue a draft against your deposit or other asset account for the amount of the check. (2) By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after 8:00 p.m. MST may not be credited until the next day.

**How We Calculate Your Balance:** We use the Average Daily Balance (ADB) method (including new transactions) to calculate the balance on which we charge interest for Pay Over Time balances on your Account. Call the Customer Care number on page 3 for more information about this balance computation method and how resulting interest charges are determined. The method we use to calculate the ADB and interest results in daily compounding of interest.

How to Avoid Paying Interest: If you have a Pay Over Time balance, your due date is at least 25 days after the close of each billing period. We will not charge interest on charges added to a Pay Over Time balance if you pay the Account Total New Balance by the due date each month.

Foreign Currency Charges: If you make a Charge in a foreign currency, we will convert it into US dollars on the date we or our agents process it. We will choose a conversion rate that is acceptable to us for that date, unless a particular rate is required by law. The conversion rate we use is no more than the highest official rate published by a government agency or the highest interbank rate we identify from customary banking sources on the conversion date or the prior business day. This rate may differ from rates in effect on the date of your charge. Charges converted by establishments will be billed at the rates such establishments use.

Credit Balance: A credit balance (designated CR) shown on this statement represents money owed to you. If within the six-month period following the date of the first statement indicating the credit balance you do not request a refund or charge enough to use up the credit balance, we will send you a check for the credit balance within 30 days if the amount is \$1.00 or more.

Credit Reporting: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

#### **Billing Dispute Procedures**

What To Do If You Think You Find A Mistake On Your Statement If you think there is an error on your statement, write to us at: American Express, PO Box 981535, El Paso TX 79998-1535 In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: Describe what you believe is wrong and why you believe it is a mistake.

#### You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 2 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we may not follow these procedures and you may have to pay the amount in question.

- What Will Happen After We Receive Your Letter
  When we receive your letter, we will do two things:

  1. Within 30 days of receiving your letter, we will tell you that we received
- your letter. We will also tell you if we have already corrected the error.

  2. We will investigate your inquiry and will either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We will not try to collect the amount in question.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
  - We can apply any unpaid amount against your credit limit.

- After we finish our investigation, one of two things will happen:
   If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may report you as delinquent if you do not pay the amount we think you owe.

#### Change of Address, phone number, email

- Online at www.americanexpress.com/updatecontactinfo
- Via mobile device
- Voice automated: call the number on the back of your card
- For name, company name, and foreign address or phone changes, please call Customer Care

#### Please do not add any written communication or address change on this stub

#### Pay Your Bill with AutoPay

Deduct your payment from your bank account automatically each month.

- Avoid late fees
- Save time

Visit americanexpress.com/autopay today to enroll.

For information on how we protect your privacy and to set your communication and privacy choices, please visit www.americanexpress.com/privacy.



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SCHMIDTY KICKS LLC CHARLES SCHMIDT III Closing Date 11/18/22

Account Ending 1-31008



Customer Care & Billing Inquiries International Collect Express Cash Large Print & Braille Statements **1-800-492-8468** 1-623-492-7719 1-800-CASH-NOW **1-800-492-8468** 

Website: american express.com

Customer Care & Billing Inquiries P.O. BOX 981535 EL PASO, TX 79998-1535

Payments P.O. BOX 1270 NEWARK NJ 07101-1270

**Hearing Impaired** 

Online chat at american express.com or use Relay dial 711 and 1-800-492-8468

**Fees** 

			Amount
11/18/22	TRACY DICICCO	ANNUAL MEMBERSHIP FEE	\$350.00
Total Fees for this Period			\$350.00

## **Interest Charged**

Total Interest Charged for this Period \$0.00

**About Trailing Interest** 

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest". Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens, we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full and on time each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

2022 Fees and Interest Totals Year-to-Date	
	Amount
Total Fees in 2022	\$1,395.00
Total Interest in 2022	\$0.00

# **Interest Charge Calculation**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Pay Over Time option	17.99% (v)	\$0.00	\$0.00
Total			\$0.00
(v) Variable Rate			

#### Information on Pay Over Time

#### **Pay Over Time Limit**

There is a limit to your Pay Over Time feature balance. Your Pay Over Time Limit is \$30,000.00. We may approve or decline a charge regardless of whether your Card account balance exceeds or does not exceed your Pay Over Time Limit. You must pay in full all charges that are not placed into a Pay Over Time balance by the Payment Due Date.

#### **Available Pay Over Time Limit**

Your Available Pay Over Time Limit is \$30,000.00 and is accurate as of your statement date. This Limit is the remaining amount that you can add to your Pay Over Time balance. The Available Pay Over Time Limit amount is calculated by subtracting your Pay Over Time balance from your Pay Over Time Limit. If you have a preset spending limit on your account that is less than your Pay Over Time Limit, you may not be able to use some or all of your Available Pay Over Time Limit.

#### Pay Over Time Setting: ON

The setting indicated above is accurate as of your statement closing date. For the most up to date setting, please refer to your online account. If your setting is On, eligible charges will be placed in your Pay Over Time balance up to your Pay Over Time Limit. If your setting is Off, all charges will be added to your Pay In Full balance and no new charges will be included in your Pay Over Time balance. If you have an existing Pay Over Time balance, you can continue to pay this off over time with interest, as long as you pay your minimum due each month by your Payment Due Date.

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IMPORTANT NOTICES

#### **EFT Error Resolution Notice**

In Case of Errors or Questions About Your Electronic Transfers Telephone us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay and at 1-800-CASH NOW for Express Cash questions. You may also write us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso TX 79998-1531, or contact us online at www.americanexpress.com/ inquirycenter as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
  Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

## The Centurion<sup>®</sup> Lounge Guest Access Policy

Effective February 1, 2023, U.S. Basic Platinum Card®, U.S. Basic Business Platinum Card® Members and any Additional Platinum Card Members will be charged a \$50 USD fee for each guest over 17 years of age (or \$30 USD for children aged 2 through 17, with proof of age) per visit to locations of The Centurion Lounge in the U.S., at Hong Kong International Airport, and at London Heathrow Airport. U.S. Basic Platinum Card® and U.S. Basic Business Platinum Card® Members and any Additional Platinum Card Members on the Account will qualify for Complimentary Guest Access for up to two guests per visit after spending \$75,000 USD or more in total eligible purchases on the Account between January 1, 2022 and December 31, 2022 and in each calendar vear thereafter. "Complimentary Guest Access" means that Platinum Card Members and Additional Platinum Card Members on the Account may bring up to two (2) guests per visit per Card Member (regardless of whether you are eligible for Complimentary Guest Access through more than one Platinum Card Account) into locations of The Centurion Lounge in the U.S., at Hong Kong International Airport, and at London Heathrow Airport for no per-visit quest fee, for the remainder of the calendar year in which Complimentary Guest Access became effective, the following calendar year and until January 31 of the next calendar year. For more information, visit:

thecenturionlounge.com/info/terms

#### Update to the Car Rental Privileges Benefit: Hertz

Effective November 3, 2022, eligible U.S. Basic Platinum Card® and U.S. Basic Business Platinum Card® Members will now receive President's Circle status when enrolled in the Hertz Gold Plus Rewards program. With President's Circle status, Card Members will be allowed to skip the counter when picking up a car at select locations, add a free additional driver, who must be a spouse or a domestic partner, and receive expedited returns. When eligible Card Members reserve a car with Hertz, they can also receive a 4-hour grace period on returns within the US before an extra day charge is applied to the base car rental rate, and savings up to 20% on published base rates, by using the designated Amex Corporate Discount Code. Terms and limitations apply.

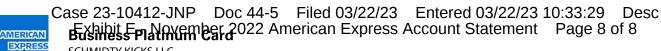
#### **Terms and Conditions**

The Platinum Card® Member must use the designated Amex Corporate Discount Code (CDP) at time of reservation and pay for the Hertz rental with his or her Platinum Card to receive the following benefits from Hertz: 1) In the U.S., a 4-hour grace period for return of a rental car at no charge for time or mileage before an extra day charge is applied. The 4-hour grace period excludes (i) optional items such as car seats, and satellite radio and (ii) optional liability/loss coverage such as Loss Damage Waiver (LDW) and Personal Accident Insurance (PAI). 2) savings up to 20% on published base rates. Discount applies to pay later base rate. Rates and savings vary depending on date, location, car class and other factors. Discount does not apply to taxes and fees. Car-class upgrades available on rentals of economy through standard cars with at least a 24-hour advance reservation. Additional benefits are provided with Hertz President's Circle status® at participating locations when a Hertz Gold Plus Rewards® membership number is included in the reservation. Membership in Hertz Gold Plus Rewards® is complimentary, but enrollment is required. Minimum age to join Hertz Gold Plus Rewards is 21. All rentals are subject to all other Hertz requirements and terms and conditions of the Hertz rental agreement. For more information, contact Platinum Card Customer Service at 1-800-525-3355 or visit americanexpress.com/platinum. Hertz Gold Plus Rewards and Hertz are registered trademarks of Hertz System, Inc.

#### **Departures**

Your Business Platinum Card® membership gives you access to the exclusive Departures™ world, which includes original stories told from unexpected perspectives, found only on Departures.com.

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SCHMIDTY KICKS LLC CHARLES SCHMIDT III Closing Date 11/18/22

Account Ending 1-31008

# **American Express® Cards Warmly Welcomed**

#### **1-800 PACK RAT**

Restoration, Renovation, Retail or whatever the inventory or storage need, we have a solution for you with portable storage containers.

www.1800packrat.com

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Opening a new restaurant, bar or café? With over 40 years of experience we have the equipment and supplies you need. Visit

restaurantequipment.com